

# FOIA Electronic Reading Room

## Document Coversheet

**Document Description:** Contract N68936-02-D-0010

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**This document has been released in its entirety.**

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**Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are below indicated.**

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Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy

☒

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☐

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Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:  
Naval Air Warfare Center Weapons Division  
Code K00000D (FOIA)  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100.

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING S1	PAGE OF PAGES 1   35
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-02-D-0010		3. EFFECTIVE DATE 25 Jan 2002		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N60530-1040-ABN4	
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: B. HALL (760) 939-1064 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) AIL SYSTEMS INC / TECH SERV OPS BRENDA J. MCQUISTON 254 EAST AVENUE K-4 LANCASTER CA 93535-4500			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		
			9. DISCOUNT FOR PROMPT PAYMENT		
			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  Section G
CODE 0LND7		FACILITY CODE			
11. SHIP TO/MARK FOR  SEE SCHEDULE		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER & MOCAS WEST ENTITLEMENTS PO BOX 182381 COLUMBUS OH 43218-2381		
			CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA See Schedule		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE
15F. AMOUNT					
SEE SCHEDULE					
<b>15G. TOTAL AMOUNT OF CONTRACT \$1,177,397.75</b>					
<b>16. TABLE OF CONTENTS</b>					
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.
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X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	12	X	J
X	D	PACKAGING AND MARKING	17	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>	
X	E	INSPECTION AND ACCEPTANCE	18	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-01-R-0055-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER MARY K. JACOBS / PROCURING CONTRACTING OFFICER		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA 		20C. DATE SIGNED 25-Jan-2002
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

**SECTION A Solicitation/Contract Form**

**CLAUSES INCORPORATED BY FULL TEXT**

This is a Fixed-Hourly Rate Time and Material, Indefinite-Delivery, Indefinite-Quantity, Task Order type contract with a 3-year basic period of performance and two 1-year options.

The minimum quantity to be ordered will be \$165,000.00 for the basic term.

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Barbara J. Hall  
Phone: (760) 939-1064  
DSN: 437-1064  
FAX: (760) 939-8186  
Email address: Hallbj@navair.navy.mil

U.S. Postal Service Mailing Address:

COMMANDER  
CODE 220000D (B. HALL - 760-939-1064)  
NAVAIRWARCENWPNDIV  
1 ADMINISTRATION CIRCLE  
CHINA LAKE, CA 93555-6100

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 220000D (B. HALL)  
NAVAIRWARCENWPNDIV  
BLDG 982, RM 1-MAILROOM  
CHINA LAKE, CA 93555-6100

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001

Navy Threat/Simulation Validation Support

T&amp;M - The contractor shall provide services in accordance with the Statement of Work. Base Period of Performance is 3 years.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001AA

Senior Engineer/Senior Analyst

T&amp;M - First Year of Base Period

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

425.00 Hours

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001AB

Engineer/Analyst

T&amp;M - First Year of Base Period

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

1,900.00 Hours

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	Technical Writer T&M - First Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,700.00	Hours	[	] [ ] ]

(b)(4)

TOT MAX PRICE  
CEILING PRICE

[ ]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD	Senior Engineer/Senior Analyst T&M - -Second Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	425.00	Hours	[	] [ ] ]

(b)(4)

TOT MAX PRICE  
CEILING PRICE

[ ]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	Engineer/Analyst T&M - Second Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,900.00	Hours	[ ]	[ ]
				TOT MAX PRICE	[ ]
				CEILING PRICE	[ ]

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	Technical Writer T&M - Second Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,700.00	Hours	[ ]	[ ]
				TOT MAX PRICE	[ ]
				CEILING PRICE	[ ]

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AG	Senior Engineer/Senior Analyst T&M - Third Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	425.00	Hours	[ ]	[ ]
				TOT MAX PRICE	[ ]
				CEILING PRICE	[ ]

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AH	Engineer/Analyst T&M - Third Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,900.00	Hours	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AJ	Technical Writer T&M - Third Year of Base Period MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,700.00	Hours	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Materials/Supplies T&M - (including travel, federal express, telephone, conference facilities and reproduction). Base Period (3 years). MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	34,000.00	Dollars, U.S.	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003		1.00	Lot	[	]

Technical Data

T&M - Technical Data in accordance with Exhibit A, Contract Data  
Requirements List (CDRL) DD Form 1423. Base Period (3 Years)

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE  
CEILING PRICE

[ ]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		425.00	Hours	[	]

Senior Engineer/Senior Analyst

T&amp;M - Option Period One.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE  
CEILING PRICE

[ ]



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		1,700.00	Hours	[ ]	[ ]

Engineer/Analyst

T&amp;M - Option Period One.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006		1,700.00	Hours	[ ]	[ ]

Technical Writer

T&amp;M - Option Period One.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		12,020.00	Dollars, U.S.	[ ]	[ ]

Materials/Supplies

T&amp;M - (including travel, federal express, telephone, conference facilities and reproduction). Option Year One.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE

CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Technical Data	1.00	Lot	[ ]	[ ]
	T&M - Technical Data in accordance with Exhibit A, Contract Data Requirements List (CDRL) DD Form 1423. Option Year One.				(b)(4)
	MILSTRIP N60530-2009-MJNV				
	PURCHASE REQUEST NUMBER N60530-2009-MJNV				

TOT MAX PRICE [ ]  
CEILING PRICE [ ]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	Senior Engineer/Senior Analyst	425.00	Hours	[ ]	[ ]
	T&M - Option Year Two.				(b)(4)
	MILSTRIP N60530-2009-MJNV				
	PURCHASE REQUEST NUMBER N60530-2009-MJNV				

TOT MAX PRICE [ ]  
CEILING PRICE [ ]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	Engineer/Analyst T&M - Option Year Two. MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,700.00	Hours	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	Technical Writer T&M - Option Year Two. MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	1,700.00	Hours	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	Materials/Supplies T&M - (including travel, federal express, telephone, conference facilities and reproduction). Option Year Two MILSTRIP N60530-2009-MJNV PURCHASE REQUEST NUMBER N60530-2009-MJNV	12,381.00	Dollars, U.S.	[ ]	[ ] (b)(4)
				TOT MAX PRICE	[ ]
				CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0013

Technical Data

1.00 Lot

T&M - Technical Data in accordance with Exhibit A, Contract Data  
Requirements List (CDRL) DD Form 1423. Option Year Two.

MILSTRIP N60530-2009-MJNV

PURCHASE REQUEST NUMBER N60530-2009-MJNV

(b)(4)

TOT MAX PRICE

CEILING PRICE

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)**

(a) The contract shall commence on 25 JAN 02 and shall continue 24 JAN 05. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

## SECTION C Descriptions and Specifications

## CLAUSES INCORPORATED BY FULL TEXT

## STATEMENT OF WORK

**1.0 SCOPE.** This procurement is for the validation of Navy air defense and air defense related threat simulators, simulations, models and actual threat weapons systems in support of the Navy Threat/Simulation Validation Program, located at the Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA. These threat/actual systems, simulations and models are located at Navy bases, laboratory facilities, Test and Evaluation (T&E) facilities, and training ranges. Navy validation reports are required to contain the DOD approved Standard Validation Criteria and report format. These reports must also be created in accordance with the NAWCWPNS TM7489-3 and must be approved by the Navy Validation Coordinator prior to government acceptance. Work performed under this contract will be ordered by individual task orders.

**2.0 APPLICABLE DOCUMENTS (AS DATED OR LATEST VERSION).** (Most of the documents listed can be found on the website at <http://www.aitso.com/simval>, any others not found there can be found at the Defense Modeling and Simulation Office Website (DMSO) or the Department of the Navy Modeling and Simulation Management Office Website (DONMSMO).

- (1) Threat Simulator Program Guidelines, Office of the Deputy Director Defense Research and Engineering (Test and Evaluation), September 1991
- (2) DOD Threat Simulator Program Plan (TSPP) Policy and Procedures manual, February 1993
- (3) OPNAVINST 3960.15, Validation of Navy Air Defense Threat Simulators, 6 May 1991
- (4) NAVAIRINST 3960, Validation of Navy Air Defense Threat Simulators, 4 May 1992
- (5) NAWCWPNS TM 7489-3, U.S. Navy Air Defense Threat Simulator Validation Procedures Manual, August 1993
- (6) DODINST 5000.1 Defense Acquisition 1996
- (7) DODINST 5000.2-R MDAPS and MAIS Acquisition Programs March 1996
- (8) DOD Directive 5000.59, M&S Management Jan 1994
- (9) DOD Instruction 5000.61 DOD M&S VV&A April 1996
- (10) SECNAVINST 5200.40 VV&A of M&S April 1999

(11) OPNAVINST 5200.38 Dept of the Navy M&S Program Oct 1994

(12) COMOPTEVFORINST 5000.1 Use of M&S in Operational Testing Sept 1995

**3.0 REQUIREMENTS.** The contractor shall provide analytic and engineering support for the validation of air defense and air defense related threat simulators, simulations, models and actual threat weapons systems in accordance with paragraph 2.0, Applicable Documents. Specifically, the contractor shall provide classified technical reports, engineering analysis, documentation and support to the Navy Threat/Simulation Validation Coordinator (NAWCWD)-China Lake CA, in the development of specific Navy threat/simulation validation procedures, compilation and analysis of threat/simulation validation data, and documentation of the results to aid in the production of future threat/simulation validation technical reports. This effort includes threat data collection, simulation data collection, development of threat simulation critical parameters (TSCPs), intelligence data research, reviewing other Navy organizations or laboratory facilities validation reports, database updates, operation of the Validation Database, responding to technical inquiries, participation in technical reviews, participation in progress reviews and the development and documentation of Navy validation reports. The Government may order any of the following, or a combination thereof, in accordance with the ordering provisions delineated in the contract:

**3.1 Threat Data Collection.** The contractor shall collect unclassified and classified threat data from government-provided Defense Intelligence Agency (DIA)-approved threat documentation. Security level of data collected will be up to Secret for the validation of Navy threat simulators, simulations, models and actual threat weapons systems as delineated by individual task orders.

**3.2 Simulation Data Collection.** The contractor shall collect simulation specification and/or measured performance data, determine and analyze deltas with respect to threat weapons systems. Threat simulations are located at the Naval Air Warfare Center (NAWC) and the Aircraft Electronic Warfare Training Ranges (AEWTR). Various sites and locations planned are as follows: ECRD NAWCWD-China Lake, CA, NAWCWD-Point Mugu, CA, NAWCAD-Patuxent River, MD, Naval Research Lab., Washington, D.C., Fallon Tacts Range NAS-Fallon, NV, and other Navy T&E or Training Labs and Ranges.

**3.3 Threat Simulation Critical Parameters (TSCPs).**

**3.3.1** The contractor shall collect user test requirements and develop TSCPs and impact assessments by analyzing threat data and critical training and testing requirements.

**3.3.2** The contractor shall provide recommendations regarding changes to TSCPs in writing to the Government.

**3.4 Intelligence Data Research.** The contractor shall periodically review and analyze source intelligence data including Secret, to remain current on the most recent threat data related to the specific threat or simulator system being validated. Source intelligence data such as Scientific

and Technical Intelligence Center (S&TI), Defense Intelligence Agency (DIA), and Central Intelligence Agency (CIA) data, will be provided by the Navy Validation Coordinator. It is important that the time for each classified document or classified data format being transferred from the Navy Validation Coordinator to contractor facility, or contractor facility to the Navy Validation Coordinator, not exceed an eight (8) hour day. This data/time requirement can be accomplished with the contractor facility located within the Ridgecrest, CA city limits. This time and location requirement will allow the validation program to be executed in a timely manner, which enables valuable time saved and the validation schedules accomplished on time. High travel cost and mail time become virtually non-existent, since data is transferred within the local Ridgecrest/China Lake vicinity. Classified data viewing and review will be made available at the NAWCWD China Lake Intelligence Library and the Navy Validation Coordinator's facility, located at NAWCWD China Lake.

**3.5 Validation Report Review.** The contractor shall review validation reports from other Navy organizations and laboratory facilities, as scheduled, to ensure compliance with DOD guidelines, policy and procedures. Reviews will check for compliance in the areas of validation criteria and report format. These areas include the table of contents, Introduction, Executive Summary, Threat Description, Simulation Description, TSCPs, Parametric data entries, impact analysis section and the conclusions and final recommendations. The contractor shall provide a written report to the COR detailing the compliance or noncompliance with the DOD validation guidelines and procedures as documented in the Threat Simulator Program Guidelines and DOD TSPP.

**3.6 Database Updates.** The contractor shall update the validation database design to the latest version of the database or the DOD Threat Definition Document to ensure common indexing of threat/simulator technical parameters.

**3.7 Threat/Simulation Validation Database.**

**3.7.1** The contractor shall operate the Government furnished classified database to support the collection and documentation of threat, simulator, simulation, model or actual threat weapons system data, user test and evaluation requirements and system specification or measured performance data. This database shall utilize PC-based relational database software and be located at the contractor's facility within a 15-mil radius of the main gate entrance of the Naval Air Warfare Center at China Lake, CA.

**3.7.2** The contractor shall utilize the database to: (1) compare threat data and user training and testing requirements to determine Threat Simulation Critical Parameters (TSCPs), (2) compare TSCPs and specification data or measured performance data to determine deltas, (3) record engineering analysis of the impact of deltas on testing and or training requirements, and (4) format and generate validation reports in accordance with the DOD Standard Validation Criteria, and the DOD Threat Simulator Program Plan and Guidelines.

**3.7.3** The contractor shall deliver threat simulation validation reports, as per the validation schedule provided in each individual task order. Updates to the schedule will be provided to the

contractor by the Navy Threat/Simulation Validation Coordinator. Copies of all reports/deliverables will be provided to the COR.

3.8 Technical Inquiries. The contractor shall provide research, analysis, and the technical responses to technical inquiries from Government agencies and contractors supporting these agencies regarding the threat, simulator, simulation, model or actual threat weapons system and validation methodology. Technical responses shall be provided in writing to the COR.

3.9 Technical Reviews. The contractor shall attend Validation Report Subcommittee Reviews and Validation Working Group Meetings. At these meetings, the contractor shall participate in technical discussions and shall be prepared to provide technical recommendations of the procedures involved in producing a validation report. The contractor shall also be prepared to answer technical questions concerning any of the sections in the validation report including analyzed parametric specification and performance data, impacts or differences. When these meetings are hosted in the Ridgecrest/China Lake, CA area, the contractor shall provide technical materials and documentation, as necessary. The contractor shall coordinate meeting arrangements with the COR.

3.10 Progress Reviews. Monthly progress reviews will be conducted at contractor facilities. The COR will chair the meetings. The contractor shall discuss any changes in the validation plans and program. Specific dates and times for the meeting will be coordinated between the contractor and the COR.

3.11 Progress Reports. The contractor shall provide a monthly progress report. This report shall include a summary of monthly accomplishments and plans for the systems according to the task order they are being reported under.

4.0 DELIVERABLES. Unclassified reports, except for the monthly progress report, shall be submitted in PC format. Electronic files shall be maintained with backup stored separate from primary system hard drives in lieu of retaining paper copies of all work. Classified correspondence shall be handled via normal classified control channels specified in the Contract Security Classification Specification DD Form 254. In accordance with the Contract Data Requirements List (Exhibit A) and as ordered by individual task order, the contractor shall prepare and provide the following documentation under this contract:

4.1 Threat Simulator Critical Parameters (TSCPs) and any change recommendations as described in paragraph 3.3.2.

4.2 Validation Report Review Recommendations as described in paragraph 3.5.

4.3 Threat Simulation Validation Report as described in paragraph 3.7.3.

4.4 Technical Inquiry Responses as described in paragraph 3.8.

4.5 Technical Review Materials as described in paragraph 3.9.



4.6 Progress Reports as described in paragraph 3.11.

5.0 **SECURITY REQUIREMENTS**. The classification for this contract will be up to and including SECRET. Classified material shall be handled in accordance with the National Industrial Security Program Operating Manual, DOD 5220.22-M (NISPOM) and with the Naval Air Warfare Center Weapons Division instructions and guidelines.

**C.33 CONTRACT DATA REQUIREMENTS LIST**

Item CLIN 0003 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 9 Mar 2001, Exhibit "A" of this contract.

**C.34 CONTRACT DATA REQUIREMENTS LIST (OPTION)**

Items CLIN 0008 and CLIN 0013, if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 9 Mar 2001 Exhibit "B" of this contract.

**SECTION D Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned (see Statement of Work).

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

**D-TXT-04 CLASSIFIED MATTER**

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and the DD Form 254 attached to this contract.

**SECTION E Inspection and Acceptance**

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted by the Government at China Lake, CA.

**CLAUSES INCORPORATED BY REFERENCE:**

52.246-6	Inspection--Time-And-Material And Labor-Hour	JAN 1986
52.246-16	Responsibility For Supplies	APR 1984

## SECTION F Deliveries or Performance

## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 25-JAN-02 TO 24-JAN-05				
0001AA	POP 25-JAN-02 TO 24-JAN-05	Hours	425.00	Dest.	
0001AB	POP 25-JAN-02 TO 24-JAN-05	Hours	1,900.00	Dest.	
0001AC	POP 25-JAN-02 TO 24-JAN-05	Hours	1,700.00	Dest.	
0001AD	POP 25-JAN-02 TO 24-JAN-05	Hours	425.00	Dest.	
0001AE	POP 25-JAN-02 TO 24-JAN-05	Hours	1,900.00	Dest.	
0001AF	POP 25-JAN-02 TO 24-JAN-05	Hours	1,700.00	Dest.	
0001AG	POP 25-JAN-02 TO 24-JAN-05	Hours	425.00	Dest.	
0001AH	POP 25-JAN-02 TO 24-JAN-05	Hours	1,900.00	Dest.	
0001AJ	POP 25-JAN-02 TO 24-JAN-05	Hours	1,700.00	Dest.	
0002	POP 25-JAN-02 TO 24-JAN-05	Dollars, U.S.	34,000.00	Dest.	
0003	POP 25-JAN-02 TO 24-JAN-05	Lot	1.00	Dest.	
0004	POP 25-JAN-05 TO 24-JAN-06	Hours	425.00	Dest.	
0005	POP 25-JAN-05 TO 24-JAN-06	Hours	1,700.00	Dest.	
0006	POP 25-JAN-05 TO 24-JAN-06	Hours	1,700.00	Dest.	
0007	POP 25-JAN-05 TO 24-JAN-06	Dollars, U.S.	12,020.00	Dest.	
0008	POP 25-JAN-05 TO 24-JAN-06	Lot	1.00	Dest.	
0009	POP 25-JAN-06 TO 24-JAN-07	Hours	425.00	Dest.	
0010	POP 25-JAN-06 TO 24-JAN-07	Hours	1,700.00	Dest.	
0011	POP 25-JAN-06 TO 24-JAN-07	Hours	1,700.00	Dest.	
0012	POP 25-JAN-06 TO 24-JAN-07	Dollars, U.S.	12,381.00	Dest.	
0013	POP 25-JAN-06 TO 24-JAN-07	Lot	1.00	Dest.	

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Alt I Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)**

(a) The contract shall commence on 25 JAN 2002 and shall continue 24 JAN 2005. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

**F-TXT-04 OPTION PERIOD OF PERFORMANCE**

(1) The period of performance for CLIN(s) 0004-0008 is for one-year beginning 25 JAN 2005 and ending 24 JAN 2006. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-8.

(2) The period of performance for CLIN(s) 0009-0013 is for one-year beginning 25 JAN 2006 and ending 24 JAN 2007. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-8.

**F-TXT-10 DELIVERY OF DATA**

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

## SECTION G Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA:	1721319 Y6WS 253 AA272 0 068342 2D 00806Q	E06020009990
AMOUNT:	\$200,000.00	
FUNDING	JOB ORDER NO	QUANTITY
ACRN: AA	C52EB6500AA2 (Exp. 30 Sep 02 )	
AMOUNT:		

## CLAUSES INCORPORATED BY REFERENCE:

52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
5252.232-9001	Submission Of Invoices (Cost-Reimbursement, Time-And-Material, Labor-Hour, Or Fixed Price Incentive)	JUL 1992
G-TXT-06	Security Assignment	OCT 1994

## CLAUSES INCORPORATED BY FULL TEXT

**G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION**

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: bmcquiston@edotso.com

**G-TXT-20 CRITICAL INVOICE/VOUCHER SUBMISSION INFORMATION (FEB 1997)**

In order for invoices/vouchers to be properly processed for payment they must be submitted by the DCAA auditor or the Contractor, if direct submission has been authorized by DCAA, to the following office:

DFAS-Columbus Center & MOCAS  
West Entitlements  
P. O. Box 182381  
Columbus, OH 43218-2381

This office will then forward the invoices/vouchers to the payment office for payment. Failure to submit them to the above specified office could result in a delay in payment.

**SECTION H Special Contract Requirements****CLAUSES INCORPORATED BY FULL TEXT****5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)**

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).

(4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

**5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NOV 1999)**

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order. If this contract or a Task Order is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract or Task Order, based upon the share of costs incurred by each.

**5252.237-9502 COMPENSATION - TIME AND MATERIALS (DELIVERY ORDERS) (SERVICES)  
(MAR 1999)**

(a) Subject to the FAR Clause 52.232-7 "Payments" clause of this contract, the Government will pay the contractor for the performance of delivery orders issued under this contract the amounts determined to be payable in accordance with the hourly rate set forth in Section B and the amounts determined to be payable in accordance with paragraphs (b) and (c) of this clause. The hourly rates set forth cover all expenses, including wages, overhead, general and administrative expense, profit, subsistence, prorated vacation leave, sick leave, and applicable insurance of all kinds, excluding any and all travel costs which are reimbursable in accordance with paragraph (c) below. If overtime rates are specified in Section B, the contractor will be paid for overtime work in accordance with such overtime rates only to the extent the overtime is approved in advance by the Procuring Contracting Officer (PCO). If no rate is set forth in Section B and overtime work is approved in advance by the PCO, the contractor and the PCO will negotiate rates for such overtime in accordance with paragraph (a)(3) of the "Payments" clause of the contract. The amount payable to the contractor shall be computed by multiplying the appropriate hourly rates set forth by the number of direct labor hours performed in accordance with paragraph (a)(1) of the "Payments" clause of this contract. Payment for the performance of delivery orders shall be made in accordance with the rates specified in Section B with adjustments as appropriate under paragraph (b) for employees performing Uncompensated Overtime as defined in FAR Clause 52.237-10, "Identification of Uncompensated Overtime".



(b) For individuals performing under an uncompensated overtime system, the amount billed is limited to the uncompensated overtime rate as defined in FAR Clause 52.237-10. All hours shall be burdened and shall be in the base for allocation of overhead and general and administration expenses.

(c) Travel Costs. The contractor shall be reimbursed for travel costs in accordance with FAR 31.205-46 as limited by the Joint Travel Regulations, Volume II and the following:

(1) Where official company travel can reasonably be planned in advance so as to take advantage of available discounted standard or coach airfares, any expenses in excess of those discounted fares are to be considered as, and segregated as unallowable costs; and

(2) Travel made for personnel convenience, including daily travel to and from work, shall not be reimbursed hereunder.

(d) Material Costs and Other Direct Costs. The contractor shall be reimbursed for other direct costs (ODC) including material costs in accordance with Section B and paragraph (b) of the "Payments" clause of this contract. Other direct costs including material costs to be reimbursed under this contract shall be included in each order.

(e) Maximum Ordering. The Government shall not be obligated to pay the contractor any amount in excess of the maximum delivery order price set forth in any delivery order issued under this contract. The contractor shall not be obligated to continue performance or to incur costs under any delivery order if to do so would exceed the maximum delivery order price set forth in the delivery order unless the contractor has been notified in writing by the Procuring Contracting Officer (PCO) that the maximum delivery order price for the delivery order concerned has been increased in accordance with paragraph (d) of the "Payments" clause of this contract. Pursuant to paragraph (c) of the "Payments" clause, the contractor shall notify the PCO in writing if the contractor has reason to believe the hourly rate payments, travel costs and materials costs which will accrue in the performance of the delivery order concerned will exceed the maximum delivery order price set forth in the delivery order, or when added to all other payments and costs previously accrued, will exceed the maximum ordering price set forth in the contract. If for any other reason the contractor believes that the maximum delivery order price set forth in any delivery order should be increased, the contractor shall promptly so notify the PCO in writing. The maximum ordering price of any delivery order may be increased by the PCO, in his/her discretion, at any time during the period covered by this contract. If the contractor has reason to believe that the total cost to the Government for the work called for in any delivery order will be substantially less than the maximum order price specified therein, the contractor shall promptly so notify the PCO in writing. The PCO may, based upon such notification, decrease the ceiling price of the delivery order concerned. Any increase or decrease in the maximum order price of any delivery order shall be set forth in a modification to the delivery order.

(f) The term "ceiling price" wherever set forth in the "Payments" clause will be read as "maximum" and, when used to refer to Contract Ceiling Price shall be read as Contract Maximum Ordering Price/Amount. When used in conjunction with delivery order, "ceiling" shall be construed "maximum" delivery order amount or the "maximum" amount per cost category such as travel, labor, and other direct costs as appropriate.

#### **5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)**

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

#### **5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Mary Jacobs, Contracting Officer  
Code 220000D  
Naval Air Warfare Center Weapons Division  
China Lake, CA 93555-6100

#### **H-NSTD-06 DELIVERY ORDERS/ TASK ORDERS (LABOR HOUR AND TIME AND MATERIAL)**

##### **(a) Introduction.**

(1) Written Delivery/ Task Orders will be issued to the Contractor by the cognizant Ordering Officer for all work to be performed under this contract.

(2) The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Delivery/ Task Orders.

(3) The total amount of all Delivery/ Task Orders issued shall not exceed the estimated cost and fee or level of effort set forth in this contract.

##### **(b) Ordering Procedures**

(1) Delivery/ Task Orders with an estimated value of \$25,000 or more shall be placed in accordance with the following procedures:

(i) The Ordering Officer shall furnish the Contractor with a written Preliminary Delivery/ Task Order and Request for Proposal. The Request shall include:

(A) a description of the specified work required,

(B) the desired delivery schedule,

(C) the place and manner of inspection and acceptance, and any other pertinent information deemed necessary.

(ii) The Contractor shall, within the time specified, provide the Ordering Officer with a Proposal to perform the Delivery/ Task Order. The Proposal shall include:

(A) The required number of labor hours, by labor classification and schedule billing rates, for each end product or task,

(B) overtime hours, by labor category, if required,

(C) proposed completion or delivery dates,

(D) direct material, travel subsistence, and similar costs, if required,

(E) dollar amount and type of any proposed subcontract (for all subcontracts proposed over \$10,000 to include the identity of the subcontractor, the extent of the work to be subcontracted, the reason for subcontracting, and the extent of competition in selection of the subcontractor), and total estimated price.

(iii) Upon receipt of the Proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the Proposal and effect whatever internal review processes are required.

(iv) Upon completion of the above process, the Ordering Officer may issue an executed Delivery/ Task order. Only upon receipt of such executed Order shall the Contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the Order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

(2) Delivery/ Task Orders with an estimated value of less than \$25,000 may be placed in accordance with the following procedures:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed Delivery/ Task Order representing a firm order for the total requirement.

(ii) In the event the Contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the Delivery/ Task Order, he shall: notify the Ordering Officer immediately.

(A) submit a proposal for the work requested in the Delivery/ Task Order

(B) not commence performance until such time that differences between the Delivery/ Task Order and his proposal are resolved and a modification, if necessary, is issued.

(c) Content and Effect

(1) Each Delivery/ Task order shall include:

(i) date of order,

(ii) contract order number,

(iii) place of performance,

(iv) scope, including references to applicable (contract) specifications,

(v) the place and manner of inspection and acceptance,

(vi) any Government furnished property, material, or facilities to be made available for performance of the order.

(vii) any other information deemed necessary to the performance of the order,

(viii) an estimate of the number of hours of labor by labor categories with rates required to perform the order,

(ix) a ceiling price, set forth as a "not-to-exceed" amount,

(x) a delivery date or period of performance accounting and appropriation data.

(2) The contractor shall advise the Ordering Officer if any apparent difficulties of performance according to the terms of the Order are anticipated, or at any time that difficulties in performance arise. Each Delivery/ Task order shall be treated, for purposes of payment and expenditure ceilings, as independent documents. Therefore, with regard to each Order issued hereunder the Delivery/ Task Ordering ceiling established therein shall not be exceeded. Accordingly, the Contractor will not be obligated to continue performance beyond the point at which the Delivery/ Task order funds are consumed, nor will the Government be obligated to reimburse the Contractor for any costs allocable to a Delivery/ Task Order beyond those provided in the Delivery/ Task Order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the Order to provide the additional funding or direct delivery of all work in progress thereunder; such delivery shall be effected at no additional cost to the Government.

(d) Maintenance of Records

(1) The Contractor shall maintain the following cost records under this contract as a minimum:

(i) records for each Delivery/ Task Order, indicating the number of hours of direct labor by labor category performed, identifiable to the individual employee performing the work,

(ii) records for each individual employee identifying direct labor performed and segregated as the Delivery/ Task Order for which performed, and records of all direct non-labor costs, allocated to individual Delivery/ Task Order.

(2) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

**H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE**

The purpose of this clause is to contractually implement provisions of FAR 45.502:

(a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

**H-NSTD-09 WORK WEEK**

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

**H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE**

(a) The Contracting Officer has designated:

NAME Steve Wireman

CODE 53C000D

MAIL ADDRESS China Lake, CA 93555-6100

TELEPHONE NO. (760) 939-0307

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing or Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions	OCT 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.230-2	Cost Accounting Standards	APR 1998
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	MAR 2000
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984

52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991

252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

# CLAUSES INCORPORATED BY FULL TEXT

## **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

## **52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)**

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate

pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 25 January 2002 through 24 January 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of contract dollar ceiling;

(2) Any order for a combination of items in excess of contract dollar ceiling; or (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in



the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 18 months after expiration of the contract.

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 Days prior to the end of performance.

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
Technical Writer	16.61

#### **52.244-2 SUBCONTRACTS (AUG 1998)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

## 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)

(a) Definitions.

"Commercial item," as used in the clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in the clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1,1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.arnet.gov/far/](http://www.arnet.gov/far/) or [www.farsite.hill.af.mil/](http://www.farsite.hill.af.mil/)

**52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254	44	25 JAN 2002
Attachment 2	Wage Determination 1994-2044, Rev. 14	8	26 JAN 2001
Exhibit A	Contract Data Requirements List (CDRL) DD Form 1423	11	09 MAR 2001

**DEPARTMENT OF DEFENSE  
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply  
to all security aspects of this effort)*

**1. CLEARANCE AND SAFEGUARDING****a. FACILITY CLEARANCE REQUIRED****SECRET****b. LEVEL OF SAFEGUARDING REQUIRED****SECRET**

Ref: CL01-003

Stub #

**2. THIS SPECIFICATION IS FOR: (X and complete as applicable)**

<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER	N68936-02-D-0010	07/01/24
<input type="checkbox"/> b. SUBCONTRACT NUMBER		
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER		

**3. THIS SPECIFICATION IS: (X and complete as applicable)**

<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases.)	02/01/25
<input type="checkbox"/> b. REVISED (Supersede all previous specs.)	Revision No.
<input type="checkbox"/> c. FINAL (Complete item 5 in all cases.)	Date (MM/DD/YY)

**4. IS THIS A FOLLOW-ON CONTRACT?**☒ YES☐ NO. If yes, complete the following:

Classified material received or generated under N00005-02-D-0044

(Preceding Contract Number) is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?**☐ YES☒ NO. If yes, complete the following:

In response to contractor's request dated \_\_\_\_\_, extension of the classified classified material is authorized for the period of \_\_\_\_\_.

**6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)****a. NAME, ADDRESS, AND ZIP CODE**

AIR SYSTEMS, INC.  
EDOTTECHNICAL SERVICES OPERATIONS  
P.O. BOX 2167  
LANCASTER, CA 93539-2167

**b. CAGE CODE**

0LND7

**c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)**

DEFENSE SECURITY SERVICE  
WEST REGION  
1 WORLD TRADE CENTER, #622  
LONG BEACH, CA 90831-0622

**7. SUBCONTRACTOR****a. NAME, ADDRESS, AND ZIP CODE****b. CAGE CODE****c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)****8. ACTUAL PERFORMANCE****a. LOCATION**

AIR SYSTEMS, INC.  
TECHNICAL SERVICES OPERATIONS  
1825 NORTH NORMA STREET, SUITE D  
RIDGECREST CA 93555

**b. CAGE CODE**

1DWG8

**c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)**

DEFENSE SECURITY SERVICE  
INDUSTRIAL SECURITY FIELD OFFICE  
41307 12TH STREET WEST, SUITES 5 & 6  
PALMDALE, CA 93551

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

RESEARCH, ANALYSIS, STUDIES DOCUMENTATION AND REPORTING THE EXTENT OF OPERATIONAL AND TECHNICAL  
PERFORMANCE DIFFERENCES BETWEEN THREAT AND SYSTEM DATA.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPTEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COMSEC ACCOUNT IS FOR STU-III'S ONLY	<input type="checkbox"/>	<input type="checkbox"/>
COMSEC IS FOR STU-III'S ONLY	<input checked="" type="checkbox"/>	<input type="checkbox"/>			



Direct



Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100D), CHINA LAKE, CA 93555

to the Directorate for Freedom of Information and Security Policy, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
\*In the case of non-ODD User Agencies, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes to the guidance, the contractor is authorized, encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification designed or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate

CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL

CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to RIM requirements, are established for this contract. (If Yes, identify pertinent contractual clauses in the contract document here, or provide an appropriate statement which identifies the additional requirements. Provide a copy of such requirements to the contract security office. Use item 15 if additional space is needed.)



Yes



No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

15. Inspections. Elements of the contract are outside the inspection responsibility of the contract security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 19 if additional space is needed.)



Yes



No

16. CERTIFICATION AND SIGNATURE. Security requirements listed herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

JUDITH K. SMITH

b. TITLE

CONTRACTING OFFICER FOR  
SECURITY MATTERS

c. TELEPHONE (Include Area Code)

(805) 989-7859

d. ADDRESS (Include Zip Code)

COMMANDER  
CODE 741100D  
NAVAIRWARCEN/WFNDV  
1 ADMINISTRATION CIRCLE  
CHINA LAKE, CA 93555-6001

17. REQUIRED DISTRIBUTION



a. CONTRACTOR



b. SUBCONTRACTOR



c. COMIZANT SECURITY OFFICER FOR PRIME &amp; SUBCONTRACTOR



d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY



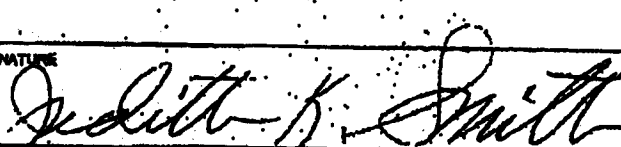
e. ADMINISTRATIVE CONTRACTING OFFICER



f. OTHERS AS NECESSARY

741100E, 220000D (B. HALL), 53C000D(S.  
WIREMAN)

e. SIGNATURE



ACCESS TO SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND WILL BE AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA, AND AT CONTRACTOR FACILITY.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL SHALL BE IN ACCORDANCE WITH NAVWPNCENINST 2281.1B, NWC JOP 3738, DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPM), AND DOD 5220.22-S, NISPM, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NISSI 4000, AND NACSI 4009.

ACCESS TO, HANDLING, USE AND TRANSPORT OF COMSEC INFORMATION/MATERIAL REQUIRES U.S. CITIZENSHIP, A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, A SPECIAL BRIEFING, AND WRITTEN APPROVAL OF THE COMMANDING OFFICER OF THE USER AGENCY.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #3.

ADEQUATE STORAGE WILL BE PROVIDED FOR CLASSIFIED HARDWARE WHICH IS OF SUCH SIZE OR QUANTITY IT CANNOT BE SAFEGUARDED IN A REGULAR SIZE APPROVED STORAGE CONTAINER.

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE ATTACHED SECURITY CLASSIFICATION GUIDE (S) (ATTACHMENT #8) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA OR NAVAL AIR WEAPONS STATION CHINA LAKE, CA POINT OF CONTACT.

ACCESS TO INFORMATION UNDER THIS CONTRACT WILL BE KEPT TO A MINIMUM TO MEET OPERATIONAL REQUIREMENTS.

TEMPEST SECURITY INFORMATION. TEMPEST SECURITY INFORMATION IS CLASSIFIED DATA AT THE SECRET - ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE, ATTACHMENT #4 MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #5, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

THE FOLLOWING ATTACHED SECURITY CLASSIFICATION GUIDE APPLIES: "DOD THREAT SIMULATOR PROGRAM SECURITY CLASSIFICATION GUIDE", ATTACHMENT #6.

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DEPARTMENT OF THE NAVY AUTOMATIC DATA PROCESSING SECURITY PROGRAM (OPNAVINST. 8239.1A) AND APPROPRIATE LOCAL AIS INSTRUCTIONS.

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.



**SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION  
FOR CONTRACTORS:**

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment #3, DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

**ATTACHMENT #1 TO DD-254**

## DCID 1/7

# Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

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## Introduction

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (Directive or DCID). Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

## 1.0 Policy

- 1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:
  - 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
  - 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

## 2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government pursuant to DCID 5/6, Intelligence Disclosure Policy.
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

### 3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
- 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;
- 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
- 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

## **4.0 General Applicability**

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

## **5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government**

5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled-relief to the "third agency rule" is hereby established:

5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.

5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.

5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

## **6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants**

6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:

6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;

6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;

6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;

6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;

6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;

6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below; and

6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

## 6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities

6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive

## 6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities

6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:

6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections 9.2 and 9.3);

6.3.1.2 The sponsoring agency shall maintain a record of material released;

6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;

6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);

6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI); and,

6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired; the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

## **7.0 Release to Foreign Governments, International Organizations, and Coalition Partners**

7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 5/6, Intelligence Disclosure Policy, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.

7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, unclassified level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.

7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:

7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;

7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,

7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.

7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

## **8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors**

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

## 9.0 Authorized Control Markings

- 9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directives. Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.

9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.

### 9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)

9.2.1 This marking (ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effectiveness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET; or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.

9.2.2 Information bearing this marking may be disseminated within the headquarters<sup>2</sup> and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified



subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

9.2.3 Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."

9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value<sup>2</sup>. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."

9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" - NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

9.5 "AUTHORIZED FOR RELEASE TO (name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)

9.6.1 This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

9.6.2 Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

- 9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

## **10.0 Dissemination and Disclosure Under Emergency Conditions**

- 10.1 Certain emergency situations <sup>4</sup> that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.

10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.

10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.

10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.

10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

## **11.0 Procedures Governing Use of Authorized Control Markings**

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

## **12.0 Obsolete Restrictions and Control Markings**

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
- 12.1.1 **WNINTEL** and **NOCONTRACT**. The control markings, **Warning Notice - Intelligence Sources or Methods Involved (WNINTEL)**, and **NOT RELEASABLE TO CONTRACTORS/CONSULTANTS** (abbreviated **NOCONTRACT** or **NC**) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked **WNINTEL**. Holders of documents prior to 12 April 1995 bearing the **NOCONTRACT** marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
- 12.1.2 Remarkings of material bearing the **WNINTEL**, or **NOCONTRACT**, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
- 12.1.3 Other obsolete markings include: **WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED**, **CONTROLLED DISSEM**, **NSC PARTICIPATING AGENCIES ONLY**, **INTEL COMPONENTS ONLY**, **LIMITED**, **CONTINUED CONTROL**, **NO DISSEM ABROAD**, **BACKGROUND USE ONLY**, **USIB ONLY**, **NFIB ONLY**.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

## **13.0 Reporting Unauthorized Disclosures**

- 13.1 Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the intelligence of another shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

## **14.0 Responsibilities of SOICs**

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

## **15.0 Annual Report on the Use of Control Markings**

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

## **16.0 Interpretation**

- 16.1 Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

Signed by George D. Tenet

30 June 1998

Director of Central Intelligence

Date

## Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
- 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
- 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPRIETARY or PR to other than federal government employees.
- 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:

- a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
- b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
- c. US persons or facilities being immediately threatened by hostile forces;
- d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
- e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.

## Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

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## CONTRACTOR TEMPEST QUESTIONNAIRE

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET - SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy  
Code 723AF  
SPAWARSYSCEN  
P. O. Box 190022  
North Charleston, SC 29419-9022

1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?
2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?
3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?
4. Provide the specific location, address and zip code, where the classified processing will be performed.
5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).
6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.
7. Perishability of Information Processed - Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).
8. Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.
9. TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

b. Is this company foreign owned or controlled? If so what is the country?

c. Provide contract number and identify sponsoring command.

2. Additional information:

a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.

b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.

c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy  
Code 723AF  
SPAWARSYSCEN  
P. O. Box 190022  
North Charleston, SC 29419-9022

d. Provide the local TEMPEST Control Officer with copy of countermeasure results.

e. For questions concerning the completion of this form contact Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

**OPERATIONS SECURITY  
GUIDANCE  
FOR  
CONTRACTORS**

**AUGUST 1993**

**PREPARED BY:  
OPERATIONS SECURITY OFFICE  
SAFETY AND SECURITY DEPARTMENT  
NAVAL AIR WEAPONS STATION  
CHINA LAKE, CALIFORNIA 93555-6001  
and  
Point Mugu, California 93042-5000**

ATTACHMENT <sup>4</sup>5 TO DD FORM 254  
OF 25 January 2003



# OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

## DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

## BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RD&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nation's potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.

2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and counterattacks. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of indicators, classified or unclassified, that reveal U.S. capabilities or intentions.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

## INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is essential to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.

a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions; as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

## PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and counterattacks, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly (our) Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the essential information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

a. Vulnerabilities can often be minimized but rarely eliminated

b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

## SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC: work performed inside workspaces and work performed outside workspaces.

1. Inside workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed outside workspaces, or whenever EEFI is released from your workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.


**WAGE DETERMINATION NO: 94-2044 REV (14) AREA: CA, BAKERSFIELD**

WAGE DETERMINATION NO: 94-2044 REV (14) AREA: CA, BAKERSFIELD  
 REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR  
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 WASHINGTON D.C. 20210

William W. Gross                      Division of  
 Director                              Wage Determinations

Wage Determination No.: 1994-2044  
 Revision No.: 14  
 Date Of Last Revision: 01/26/2001

State: California  
 Area: California County of Kern

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	11.15
Accounting Clerk II	12.17
Accounting Clerk III	13.66
Accounting Clerk IV	17.36
Court Reporter	14.82
Dispatcher, Motor Vehicle	13.12
Document Preparation Clerk	12.83
Duplicating Machine Operator	12.83
Film/Tape Librarian	11.50
General Clerk I	7.82
General Clerk II	8.79
General Clerk III	12.83
General Clerk IV	14.41
Housing Referral Assistant	15.04
Key Entry Operator I	9.68
Key Entry Operator II	11.85
Messenger (Courier)	8.73
Order Clerk I	10.24
Order Clerk II	10.68
Personnel Assistant (Employment) I	10.64
Personnel Assistant (Employment) II	11.94
Personnel Assistant (Employment) III	14.76
Personnel Assistant (Employment) IV	15.26
Production Control Clerk	13.18
Rental Clerk	12.27
Scheduler, Maintenance	12.27
Secretary I	12.27
Secretary II	15.05
Secretary III	15.69
Secretary IV	19.30
Secretary V	21.43
Service Order Dispatcher	13.23
Stenographer I	10.36
Stenographer II	12.00
Supply Technician	18.75
Survey Worker (Interviewer)	12.37
Switchboard Operator-Receptionist	9.08
Test Examiner	15.05
Test Proctor	15.05
Travel Clerk I	9.13

Travel Clerk II	9.61
Travel Clerk III	10.41
Word Processor I	10.63
Word Processor II	13.18
Word Processor III	14.81
Automatic Data Processing Occupations	
Computer Data Librarian	12.88
Computer Operator I	11.13
Computer Operator II	12.88
Computer Operator III	15.54
Computer Operator IV	17.39
Computer Operator V	19.27
Computer Programmer I (1)	13.59
Computer Programmer II (1)	16.51
Computer Programmer III (1)	18.90
Computer Programmer IV (1)	22.85
Computer Systems Analyst I (1)	14.23
Computer Systems Analyst II (1)	20.60
Computer Systems Analyst III (1)	22.48
Peripheral Equipment Operator	12.76
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	17.23
Automotive Glass Installer	15.90
Automotive Worker	15.90
Electrician, Automotive	16.55
Mobile Equipment Servicicer	14.36
Motor Equipment Metal Mechanic	17.23
Motor Equipment Metal Worker	15.90
Motor Vehicle Mechanic	17.23
Motor Vehicle Mechanic Helper	13.30
Motor Vehicle Upholstery Worker	15.42
Motor Vehicle Wrecker	15.90
Painter, Automotive	16.54
Radiator Repair Specialist	15.90
Tire Repairer	13.87
Transmission Repair Specialist	17.23
Food Preparation and Service Occupations	
Baker	12.41
Cook I	11.20
Cook II	12.41
Dishwasher	9.15
Food Service Worker	9.15
Meat Cutter	12.41
Waiter/Waitress	8.77
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	16.54
Furniture Handler	12.87
Furniture Refinisher	16.54
Furniture Refinisher Helper	13.30
Furniture Repairer, Minor	15.21
Upholsterer	16.54
General Services and Support Occupations	
Cleaner, Vehicles	7.96
Elevator Operator	9.60
Gardener	9.34
House Keeping Aid I	7.96
House Keeping Aid II	9.82
Janitor	8.88
Laborer, Grounds Maintenance	8.95
Maid or Houseman	7.14
Pest Controller	11.88
Refuse Collector	10.52
Tractor Operator	10.61
Window Cleaner	9.79
Health Occupations	

Dental Assistant	12.01
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.63
Licensed Practical Nurse I	10.98
Licensed Practical Nurse II	12.34
Licensed Practical Nurse III	13.81
Medical Assistant	10.39
Medical Laboratory Technician	10.95
Medical Record Clerk	10.73
Medical Record Technician	12.93
Nursing Assistant I	6.90
Nursing Assistant II	7.75
Nursing Assistant III	8.45
Nursing Assistant IV	9.50
Pharmacy Technician	11.63
Phlebotomist	12.34
Registered Nurse I	15.23
Registered Nurse II	18.64
Registered Nurse II, Specialist	18.64
Registered Nurse III	22.55
Registered Nurse III, Anesthetist	22.55
Registered Nurse IV	26.81
Information and Arts Occupations	
Audiovisual Librarian	20.01
Exhibits Specialist I	15.55
Exhibits Specialist II	18.55
Exhibits Specialist III	22.87
Illustrator I	13.52
Illustrator II	16.13
Illustrator III	19.89
Librarian	20.64
Library Technician	12.33
Photographer I	12.90
Photographer II	15.38
Photographer III	18.66
Photographer IV	22.83
Photographer V	28.08
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	6.84
Counter Attendant	6.84
Dry Cleaner	8.31
Finisher, Flatwork, Machine	6.84
Presser, Hand	6.84
Presser, Machine, Drycleaning	6.84
Presser, Machine, Shirts	6.84
Presser, Machine, Wearing Apparel, Laundry	6.84
Sewing Machine Operator	8.85
Tailor	9.38
Washer, Machine	7.24
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.54
Tool and Die Maker	24.06
Material Handling and Packing Occupations	
Forklift Operator	11.77
Fuel Distribution System Operator	14.51
Material Coordinator	12.14
Material Expediter	12.14
Material Handling Laborer	9.48
Order Filler	12.17
Production Line Worker (Food Processing)	12.32
Shipping Packer	12.47
Shipping/Receiving Clerk	12.47
Stock Clerk (Shelf Stocker; Store Worker II)	11.35
Store Worker I	9.38
Tools and Parts Attendant	12.30
Warehouse Specialist	12.30

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	17.41
Aircraft Mechanic Helper	13.68
Aircraft Quality Control Inspector	18.45
Aircraft Servicer	15.65
Aircraft Worker	16.35
Appliance Mechanic	16.54
Bicycle Repairer	13.87
Cable Splicer	19.82
Carpenter, Maintenance	16.54
Carpet Layer	15.90
Electrician, Maintenance	20.00
Electronics Technician, Maintenance I	17.19
Electronics Technician, Maintenance II	19.02
Electronics Technician, Maintenance III	20.52
Fabric Worker	15.21
Fire Alarm System Mechanic	17.23
Fire Extinguisher Repairer	14.85
Fuel Distribution System Mechanic	17.23
General Maintenance Worker	15.70
Heating, Refrigeration and Air Conditioning Mechanic	17.23
Heavy Equipment Mechanic	17.23
Heavy Equipment Operator	20.91
Instrument Mechanic	19.29
Laborer	11.28
Locksmith	16.54
Machinery Maintenance Mechanic	17.68
Machinist, Maintenance	18.42
Maintenance Trades Helper	13.30
Millwright	18.70
Office Appliance Repairer	16.54
Painter, Aircraft	16.54
Painter, Maintenance	16.54
Pipefitter, Maintenance	17.23
Plumber, Maintenance	16.54
Pneudraulic Systems Mechanic	17.23
Rigger	22.39
Scale Mechanic	15.90
Sheet-Metal Worker, Maintenance	17.23
Small Engine Mechanic	15.90
Telecommunication Mechanic I	18.93
Telecommunication Mechanic II	20.62
Telephone Lineman	18.93
Welder, Combination, Maintenance	17.23
Well Driller	17.23
Woodcraft Worker	17.23
Woodworker	15.44

**Miscellaneous Occupations**

Animal Caretaker	9.15
Carnival Equipment Operator	12.07
Carnival Equipment Repairer	13.01
Carnival Worker	7.96
Cashier	8.11
Desk Clerk	8.44
Embalmer	16.57
Lifeguard	9.02
Mortician	16.57
Park Attendant (Aide)	11.31
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.64
Recreation Specialist	12.32
Recycling Worker	13.74
Sales Clerk	8.64
School Crossing Guard (Crosswalk Attendant)	7.96
Sport Official	8.64
Survey Party Chief (Chief of Party)	13.73



Surveying Aide	9.11
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.48
Swimming Pool Operator	11.06
Vending Machine Attendant	9.52
Vending Machine Repairer	11.93
Vending Machine Repairer Helper	10.26
Personal Needs Occupations	
Child Care Attendant	8.44
Child Care Center Clerk	13.11
Chore Aid	7.88
Homemaker	14.27
Plant and System Operation Occupations	
Boiler Tender	17.23
Sewage Plant Operator	17.45
Stationary Engineer	20.65
Ventilation Equipment Tender	13.30
Water Treatment Plant Operator	17.45
Protective Service Occupations	
Alarm Monitor	11.13
Corrections Officer	19.47
Court Security Officer	19.47
Detention Officer	19.47
Firefighter	18.02
Guard I	7.70
Guard II	8.41
Police Officer	22.42
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	14.71
Hatch Tender	15.00
Line Handler	15.00
Stevedore I	14.08
Stevedore II	15.31
Technical Occupations	
Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	12.91
Archeological Technician II	14.44
Archeological Technician III	17.88
Cartographic Technician	22.87
Civil Engineering Technician	21.90
Computer Based Training (CBT) Specialist/ Instructor	14.23
Drafter I	12.62
Drafter II	15.04
Drafter III	20.90
Drafter IV	21.62
Engineering Technician I	11.33
Engineering Technician II	13.52
Engineering Technician III	18.79
Engineering Technician IV	19.89
Engineering Technician V	28.14
Engineering Technician VI	29.43
Environmental Technician	16.63
Flight Simulator/Instructor (Pilot)	20.60
Graphic Artist	12.37
Instructor	14.23
Laboratory Technician	13.56
Mathematical Technician	19.88
Paralegal/Legal Assistant I	14.23
Paralegal/Legal Assistant II	18.09
Paralegal/Legal Assistant III	22.13
Paralegal/Legal Assistant IV	26.76
Photooptics Technician	21.82
Technical Writer	22.32
Unexploded (UXO) Safety Escort	17.16

Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	13.47
Weather Observer, Senior (3)	14.97
Weather Observer, Upper Air (3)	13.47
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.77
Parking and Lot Attendant	6.73
Shuttle Bus Driver	10.21
Taxi Driver	10.48
Truckdriver, Heavy Truck	14.67
Truckdriver, Light Truck	10.21
Truckdriver, Medium Truck	14.81
Truckdriver, Tractor-Trailer	14.67

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plan; civic and personal leave, severance pay, and savings and thrift plans. Minimum employee contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Colu Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan commuica to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a reg tour of duty, you will earn a night differential and receive an additional 10% of basi for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your ra basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees emplo in a position that represents a high degree of hazard including working with or in clo proximity to explosives and incendiary materials involved in research, testing, manufacturing, inspection, renovation, maintenance, and disposal. Such as: Screening, blending, dying, mixing, and pressing of sensitive explosives pyrotechnic compositions as lead azide, black powder and photoflash power. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, an maintenance operations on sensitive explosives and incendiary materials. All operatio involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that repres a low degree of hazard. Including working with or in close proximity to explosives an incendiary materials which involves potential injury such as laceration of hands, face arms of the employee engaged in the operation and, possibly adjacent employees, irrita of the skin, minor burns and the like; minimal damage to immediate or adjacent work an equipment being used.

All operations involving, unloading, storage, and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitroglycerin covered under high degree hazard.)

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc. the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 14- (SF 1444))

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupation (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

\*\*\*\*\*



# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of collection of information, including suggestions for reducing the burden to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Send completed Form to the Director, Information Management and Reporting Office, Department of Defense, 4000 Randolph Road, Arlington, VA 22204-6146.

A TDP TM OTHER MISC

D. SYSTEM/ITEM

E. CONTRACT/PR NO.

F. CONTRACTOR

Navy Threat / Simulation

1. DATA ITEM NO.

2. TITLE OF DATA ITEM

3. SUBTITLE

A001

TECHNICAL REPORT - STUDY/SERVICES

Threat Simulator Critical Parameters

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

DI-MISC-80508A

SOW Para. 3.3 & TO

NAWC CODE 53C000D

7. DD 250 REQ

8. DDT STATEMENT REQUIRED

9. FREQUENCY

10. DATE OF FIRST SUBMISSION

11. DISTRIBUTION

LT

See Blk 16

ONE/R

See Blk 16

12. ADDRESS

8. AFF CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT SUBMISSION

14. COPIES

A

See Blk 16

See Blk 16

See Blk 16

15. TOTAL

16. REMARKS

Block 4: Reports may be in contractor format.

Block 9: Distribution statement will be determined by the Government prior to first submittal

Blocks 11 - 13: Document shall be delivered in accordance with individual Task Orders.

Block 14: Reports shall be submitted in an PC format agreed upon by both Government and Contractor prior to first submittal.

Code 53C000D

Code 210000D

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17. Price Group

18. Estimated Total Price

1. DATA ITEM NO.

2. TITLE OF DATA ITEM

3. SUBTITLE

A002

TECHNICAL REPORT - STUDY/SERVICES

Validation Report Review Recommendations

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

DI-MISC-80508A

SOW Para. 3.7 & TO

NAWC CODE 53C000D

7. DD 250 REQ

8. DDT STATEMENT REQUIRED

9. FREQUENCY

10. DATE OF FIRST SUBMISSION

11. DISTRIBUTION

LT

See Blk 16

ASREQ

See Blk 16

12. ADDRESS

8. AFF CODE

11. AS OF DATE

13. DATE OF SUBSEQUENT SUBMISSION

14. COPIES

A

See Blk 16

See Blk 16

See Blk 16

15. TOTAL

16. REMARKS

Block 4: Reports may be in contractor format.

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17. Price Group

18. Estimated Total Price

9. PREPARED BY

NAVAL AIR WARFARE CENTER, WEAPONS DIVISION  
CHINA LAKE, CA 93555-6100

10. DATE

010309

11. APPROVED BY

CHURCHMAN, ADRIAN

12. DATE

010309

DD Form 1423-2, JUN 90  
100783

Previous editions are obsolete

PAGE 1 OF 3 PAGES

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of collection of information, including suggestions for reducing the burden to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Send completed Form to the appropriate Federal agency that sponsors the collection of information.

**17. Price Group**

**18. Estimated  
Total Price**

17. Price Group
18. Estimated Total Price

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

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D. SYSTEM / ITEM A TDP TM OTHER MGMT

Navy Threat / Simulation

E. CONTRACT / PR NO.

F. CONTRACTOR

1. DATA ITEM NO.

2. TITLE OF DATA ITEM

3. SUBTITLE

A005

CONTRACTOR'S PROGRESS, STATUS AND  
MANAGEMENT REPORT

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

DI-MGMT-80227

SOW Para. 3.11 & TO

NAWC CODE

53C000D

7. DD 250 REQ

8. DIST STATEMENT REQUIRED

9. FREQUENCY

10. DATE OF FIRST SUBMISSION

11. DISTRIBUTION

LT

See Blk 16

MTHLY

30DAC

1. APP CODE

11. AS OF DATE

12. DATE OF SUBSEQUENT SUBMISSION

13. DATE OF SUBSEQUENT SUBMISSION

a. ADDRESSEE

b. COPIES

Draft

Final

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16. REMARKS

Block 4: Reports may be in contractor format.

Block 9: Distribution statement will be determined by the Government prior to first submittal

Block 14: Reports shall be submitted in an electronic format agreed upon by both Government and Contractor prior to first submittal.

Code 53C000D

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Code 210000D

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13. TOTAL

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1. DATA ITEM NO.

2. TITLE OF DATA ITEM

3. SUBTITLE

4. AUTHORITY (Data Acquisition Document No.)

5. CONTRACT REFERENCE

6. REQUIRING OFFICE

7. DD 250 REQ

8. DIST STATEMENT REQUIRED

9. FREQUENCY

10. DATE OF FIRST SUBMISSION

NAWC CODE

53C000

1. APP CODE

11. AS OF DATE

12. DATE OF SUBSEQUENT SUBMISSION

13. DATE OF SUBSEQUENT SUBMISSION

14. DISTRIBUTION

a. ADDRESSEE

b. COPIES

Draft

Final

16. REMARKS

17. PREPARED BY

NAVAL AIR WARFARE CENTER, WEAPONS DIVISION  
CHINA LAKE, CA 93555-6100

18. DATE

010309

19. APPROVED BY

CHAIRPERSON, AR/DRRE

20. DATE

010309

DD Form 1423-2, JUN 90

1007/85

Previous editions are obsolete

PAGE 3 OF 3 PAGES

# DATA ITEM DESCRIPTION

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

## 1. TITLE

Presentation Material

## 2. IDENTIFICATION NUMBER

DI-ADMN-81373

## 3. DESCRIPTION / PURPOSE

3.1 Presentation materials are audiovisual aids, such as viewgraphs, photographs, slides or electronic equivalent. They are used to present information during reviews, briefings, and similar activities involving more than one person.

## 4. APPROVAL DATE (YYMMDD)

931001

## 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

F/ESC/EN-4

## 6a. DTIC APPLICABLE

## 6b. GIDEP APPLICABLE

## 7. APPLICATION / INTERRELATIONSHIP

7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

7.2 This DID may be applied on any acquisition.

7.3 This DID supersedes DI-A-3024A.

## 8. APPROVAL LIMITATION

## 8a. APPLICABLE FORMS

## 8b. AMSC NUMBER

F6970

## 10. PREPARATION INSTRUCTIONS

10.1 **Format.** Contractor format is acceptable, with the exception that the government must approve the use of any contractor insignia, trade names or symbols. Delivery media format shall be defined on the DD Form 1423, Contract Data Requirements List.

10.2 **Content.** Presentation material shall include a text of any accompanying verbal material unless the verbal portion is included as part of an electronic presentation. In either case the text or audio shall include the following statement:

"The publication of this material does not constitute approval by the government of the findings or conclusion herein. Wide distribution or announcement of this material shall not be made without specific approval by the sponsoring government activity."

## 11. DISTRIBUTION

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.



DATA ITEM DESCRIPTION		Form Approved DMS No. 0704-0128 Exp. Date: Jun 30, 1986	
1. TITLE Contractor's Progress, Status and Management Report		2. IDENTIFICATION NUMBER DI-MGMT-80227	
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.			
4. APPROVAL DATE (YYMMDD) 860905	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SPANAR	6a. DTIC REQUIRED	6b. GDSF REQUIRED
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)			
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER N3947
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> - This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. 10.3 <u>Content</u> - The report shall include: a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity; b. Description of the progress made against milestones during the reporting period; c. Results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations; d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart; e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; g. Cost curves showing actual and projected conditions throughout the contract; h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date; i. Person-hours expended for the reporting period and cumulatively for the contract; j. Any trips and significant results; (cont. on page 2)			

**7. APPLICATION/INTERRELATIONSHIP (Cont'd)**

**7.4** Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.

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**10. PREPARATION INSTRUCTIONS (Cont'd)**

- k.** Record of all significant telephone calls and any commitments made by telephone;
- l.** Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m.** Contract schedule status;
- n.** Plans for activities during the following reporting period;
- o.** Name and telephone number of preparer of the report;
- p.** Appendixes for any necessary tables, references, photographs, illustrations, and charts.

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188	
2. TITLE  Operating Instructions		1. IDENTIFICATION NUMBER  DI-MISC-80392		
3. DESCRIPTION/PURPOSE  3.1 Operating Instructions (OIs) are used to announce policies, assign responsibilities, direct actions, and prescribe procedures. They are necessary to ensure accomplishment of specific and discrete tasks as required by several functional areas such as communications, maintenance, transportation, etc.				
4. APPROVAL DATE (YYMMDD) 870730	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) F/AFSPACCOM-DAP	6a. DTIC REQUIRED	6b. SIDEP REQUIRED	
7. APPLICATION/INTERRELATIONSHIP  7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.  7.2 This DID is applicable to all contracts including functional requirements to produce OIs.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS	9b. AMSC NUMBER F4158	
10. PREPARATION INSTRUCTIONS  10.1 <u>Format</u> . All OIs shall be prepared in the format shown at Figure 1.  10.2 <u>Content Instructions and Information</u> .  10.2.1 <u>Propriety and Good Taste</u> . Terms and titles in an OI must not be used when they:  a. Could discredit the Government subject it to public ridicule.  b. May offend readers of either sex or of any race, age group, religion, political affiliation, or nationality.  c. Have an adverse impact on an individual because of minority discrimination or unnecessary sex-based distinctions. Note: A policy or procedure may appear to be neutral, yet contain misleading language that is discriminatory.  d. Continue to show obsolete, stereotyped roles of personnel in the work force, or that are demeaning or misleading.  <div style="text-align: right;">(Continued on Page 2)</div>				
11. DISTRIBUTION STATEMENT  DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.				

DI-MISC-80392

DEPARTMENT OF THE AIR FORCE  
Contract Number \_\_\_\_\_

ADMINISTRATION OPERATING INSTRUCTION 5-1

11 May 1987

Publications Management

PUBLISHING OPERATING INSTRUCTIONS

This instruction prescribes the general and specific instructions that are to be followed when contractors must prepare operating instructions (OIs).

1. Media and Format. (Refer to Air Force Regulations 5-1, 5-4 and 5-8, or other services regulations for additional guidance.)
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.
6. Summary of Changes. Changes all format and preparation instructions.

JOHN T. THOMAS, Captain, USAF  
Site Commander

Supersedes AOI 5-1, 30 July 1986  
OPR: DAP (Mr C. D. Jones)  
Distribution: X

FIGURE 1. Sample OI.

10. Preparation Instructions (continued):

10.2.2 Sex-neutral language. Sex-neutral language must be used whenever possible.

- a. Avoid using male-oriented job titles. Avoid using male-oriented terms where general terms can be used.
- b. Use singular pronouns when possible. Avoid using he or she, his or her, and him or her, unless unavoidable. Use titles or plural pronouns instead. Use gender related pronouns when distinguishing between men and women.
- c. Do not use third-person - singular pronouns. For example, do not use "he" when referring to a commander or "she" when referring to a nurse or a secretary.
- d. Use interchangeable words that still convey the meaning of the text. Use they, them or their to avoid making sex distinctions.
- e. Don't use contrived words, such as "freshperson" for "freshman".

10.2.3 Sample forms, names. Do not use joke or gag names for persons, installations, or office designations. These commonly appear in sample forms, formats, and letters. Instead of using an unusual name, use a common one. In referring to the location of an activity, use the actual installation name including state and ZIP code.

10.2.4 Copyrighted material. Don't use copyrighted material or material contributed or loaned by nongovernment sources unless the required copyright release or author's permission has been obtained.

a. If copyrighted material is used, at the foot of the title page, centered below all other information, place the statement: This publication contains copyrighted material.

b. In the text, place an asterisk at the beginning of the copyrighted material and in a footnote on the same page to show the name of the copyrighted work, the year the work was first published, the copyright symbol, and the name of the owner of the copyrighted work (the name on the copyright release).

10.2.5 Trade names. Do not use a trade name or the name of a commercial service in any operating instruction.

10.2.6 Restrictive requirements. Do not impose overly restrictive requirements in an operating instruction. Common sense must dictate the proper amount of control necessary to accomplish a task.

10.2.7 Duplication. Do not duplicate Government regulations in OIs.

10.2.8 Abbreviations. Use abbreviations only to avoid frequently repeating a word or phrase. The first time an abbreviation is used in an OI, show the word or phrase followed by its abbreviation in parentheses.

10.2.9 Illustrations. Do not use illustrations in OIs unless there is a demonstrated need. If it is necessary to use illustrations, refer to them as figures, tables or attachments as appropriate. All illustrations must be cited in the text and placed as near as possible to the first paragraph that refers to them.

10. Preparation Instructions (continued):

10.2.10 Understandable OIs. Comply with plain English standards.

- a. Use words that are clear and simple; avoid abstract or technical words or jargon.
- b. Write in the active voice.
- c. Write clear, grammatical sentences that are short, usually no longer than 20 words.
- d. Use the same tense, person, and voice consistently throughout a paragraph.
- e. Present the material in a logical, orderly sequence.
- f. Keep the organization simple. Avoid complicated subparagraphs.
- g. Avoid multisyllable words whenever short words will do. Common sense dictates that a reader cannot follow instructions that are not understandable.

10.3 Specific Instructions.

10.3.1 Media and Format. OIs are used to provide policy and regulatory material and procedures.

- a. Margins. Top margin =  $\frac{1}{2}$  inch; bottom margin = 1 inch; inside margin =  $1\frac{1}{2}$  inch; outside margin =  $\frac{1}{2}$  inch.
- b. Purpose Statement. A short purpose statement shall be included in each OI. Limit to not more than three or four sentences. Placement is as shown in Figure 1.
- c. Numbering System. Numbering of OIs shall be as determined by the contractor. However, each type of OI, such as Communications OIs (COIs), Maintenance OIs (MOIs), etc, shall be numbered separately.
- d. Summary of Changes. A summary of changes may be included as the last paragraph in an OI. This is optional.
- e. Footer. Supersession line is mandatory. Office of Primary Responsibility (OPR) line and Distribution line are both optional. If used place below supersession line.
- f. Signature Block. Signature blocks will conform to the example in Figure 1, however, the individual who actually signs the document will be as indicated in DD Forms 1423.

10.4 Revision. Revisions or changes shall be consistent with the original or basic documents.

10.5 Indexes. Indexes for each series (i.e. COIs, MOIs TOIs, CROIs. etc) shall be in the same general format as OIs being indexed.

## **DATA ITEM DESCRIPTION**

**Title:** TECHNICAL REPORT - STUDY/SERVICES

**Number:** DI-MISC-80508A

**Approval Date:** 7 November 2000

**Office of Primary Responsibility:** G/TS-ALS

**GIDEP Applicable:** No

**Applicable Forms:** No

**AMSC Number:** G7408

**DTIC Applicable:** Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd.,  
Ste. 0944, Ft. Belvoir, VA 22060-6218

### **Use/Relationship**

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

### **Requirements:**

#### **1. Format.**

- (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
- (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
- (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
- (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

#### **2. Content.**

- (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
- (b) Table of Contents
- (c) Section I - Includes the following:
  - (1) Introduction
  - (2) Summary - A brief statement of results obtained from the analytic effort.
  - (3) Conclusions and their condensed technical substantiation's.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 18-Mar-2002		4. REQUISITION/PURCHASE REQ. NO. N60530-1040-ABN4		5. PROJECT NO.(If applicable)	
6. ISSUED BY CDR NAWCWD CODE 220000D ATTN: B. HALL (760) 939-1064 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-6100		CODE N68936		7. ADMINISTERED BY (If other than item 6) DCMA VAN NUYS 6230 VAN NUYS BLVD. VAN NUYS CA 91401-2713		CODE S0512A	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) AIL SYSTEMS INC / TECH SERV OPS BRENDA J. MCQUISTON 254 EAST AVENUE K-4 LANCASTER CA 93535-4500				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N68936-02-D-0010			
				X 10B. DATED (SEE ITEM 13) 25-Jan-2002			
CODE 0LND7		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) <b>See Schedule</b>							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) MARY K. JACOBS / PROCURING CONTRACTING OFFICER			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Mary Jacobs</i> (Signature of Contracting Officer)		16C. DATE SIGNED 18-Mar-2002	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

Changes in Solicitation/Contract/Order Form

Changes in Section G

Summary for the Payment Office

As a result of this modification, the total funded amount of the contract is decreased by \$200,000.00 from \$200,000.00 to \$0.00

(Contract Level Funding)

AA: 1721319 Y6WS 253 AA272 0 068342 2D 00806Q E06020009990

is decreased by \$200,000.00 from \$200,000.00 to \$0.00

The funding ACRN AA has been deleted.

The job order number 'C52EE6500AA2' has been deleted